AT&T-Dobson to raise prices or reduce service quality in any particular CMA.

40. The tenth factor is the inability to target price increases. In light of the characteristics of the wireless industry and the absence of rigid geographic boundaries to markets, it is also likely that the post-merger firm would not be able to identify customers in more concentrated areas with sufficient precision to make differential pricing across markets profitable. In particular, it would be necessary for the post-merger firm to be wrong only in a relatively small number of cases to render it unprofitable to charge higher prices to customers in a few areas with fewer competitors.[38]

41. Let us suppose that, post-merger, AT&T-Dobson attempted to charge five percent more to consumers in what it thought was a less competitive area. If it cannot precisely identify these areas (because, for example, consumers could shop in an adjacent CMA or purchase a cell phone over the Internet and use their work address rather than their home address for billing), some percentage of the people targeted for this price increase in the "less competitive" area would, in fact, have another competitive wireless provider as an option – and a segment of these customers would be inclined to switch to the alternative provider in response to the price increase by AT&T-Dobson.[39] The inability of AT&T to target precisely any attempt to

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[38] *See, e.g.*, Jerry A. Hausman, Gregory L. Leonard & Christopher A. Vellturo, *Market Definition Under Price Discrimination*, 64 ANTITRUST L. J. 367, (1996).

[39] To analyze the profitability of the price increase, AT&T would compare its profit before and after the price increase. The profit earned before the price increase would be equal to $(P-C)N$, where P is the price, C is the marginal cost of producing the service, and N is the number of consumers in the targeted area. The profit after the price increase would be $(1.05P-C)XN$, where X is the percentage of customers who do not switch to the competitive option (so that 1-X is the percentage of targeted customers who do switch to the competitive wireless provider). The breakeven value for X is equal to:

(footnote continued ...)

implement a price discrimination strategy, and the concomitant costs of using a "blunt instrument," together constitute yet another reason why the proposed merger is unlikely to result in an anticompetitive increase in prices or a diminution of service quality.

C. Coordinated Effects Analysis

42. Many of the same factors discussed above also make it unlikely that coordinated effects would occur in any subset of the CMAs in which AT&T and Dobson operate. The evidence clearly indicates that the industry is not conducive to tacit coordination now, and will not be so after the transaction. For example, the FCC has found that the wireless sector is subject to "intense competitive pressure, rather than coordinated interaction."[40] Because of this competitive pressure, the FCC has stated that carriers "use information obtained about their rivals to improve their own ability to compete in attracting and retaining customers," rather than coordinate their actions.[41]

43. In order for there to be any valid concerns that the proposed merger of AT&T and

(... footnote continued)

$$\frac{\frac{P}{C}-1}{1.05\frac{P}{C}-1}$$

That is, the percentage of people who do not switch needs to be greater than this ratio for the price discrimination attempt to be profitable. For example, if the ratio of price to marginal cost were about 1.67, only 11 percent of the subscribers targeted with the price increase would have to switch away from AT&T-Dobson in order for it to be unprofitable to attempt to price discriminate against customers in rural areas. If this ratio were 2, only nine percent of the subscribers targeted with the price increase would have to switch away to defeat a price increase, and if the ratio were 1.5, only 13 percent of customers would need to switch away.

[40] *Cingular/AT&T Wireless Order* ¶ 155.

[41] *Id.* ¶ 154.

Dobson would give rise to coordinated interactions, it must be shown that the proposed merger would make coordination profitable to the firms involved and that post merger there would be an "ability to detect and punish deviations that would undermine the coordinated interaction."[42]

44. The available evidence suggests that the competitors in each CMA at issue will still compete vigorously on a variety of dimensions including price, network coverage, handset promotions, plan features, service quality, customer service, and the introduction of new services. Therefore, the proposed transaction would not change the competitive dynamics enough to make coordination profitable for the firms involved. Moreover, competition along a variety of different dimensions – from promotions on handsets to service quality – makes it more difficult for rival firms to reach terms of coordination. There is no evidence available to us suggesting that the proposed transaction would alter this fact.

45. Competitors that possess excess capacity could readily increase their provision of wireless services if demand were to present itself (as would happen if providers were tacitly colluding to elevate prices). Therefore, each competitor would have strong incentives to deviate from putative coordination – the profits from cheating on the cartel would simply be too great for the cartel to be sustained.

46. The substantial profits available from cheating are due in part to the fact that cheating would be easy to accomplish and difficult to detect – and therefore hard to punish. For example, facilities-based competitors could cheat on a collusive pricing or market division-type agreement by selling cheaply to a reseller, or by signing roaming agreements. Such behavior would be difficult to monitor and punish, which makes the possibility of coordinated behavior

[42] *See* Horizontal Merger Guidelines § 2.1.

unlikely as a result of the proposed merger.

47. Another factor that makes coordinated interactions in the wireless industry more difficult is the uncertainty of future demand. In the wireless industry, in which there is rapid technological change and rollout of new services, there is likely to be uncertainty about future levels of demand. According to the Horizontal Merger Guidelines, coordination may be more difficult in a market with relatively frequent demand or cost fluctuations among firms.[43] Coordination may be more difficult in these types of markets because the market driven fluctuations may be difficult for firms to distinguish from cheating on a coordinated agreement. Thus, the fluctuations make it less likely that the coordinated interactions will occur in the first place. Similarly, uncertainty about future demand creates difficulties for a putative cartel to sustain its collusive state – it would find it problematic to distinguish between low demand due to deviations from the cartel arrangement and low demand due to lack of public interest in a new product or service relative to anticipated levels.

V. Conclusions

48. The nature of competition in the wireless sector, in particular its dynamism and the significant degree of extant rivalry, makes it unlikely that a merger of AT&T and Dobson would result in higher prices and lower output through either coordinated behavior among the participants in the wireless sector or unilateral behavior by the merged firm. Based on our analysis of the available information, we conclude that the proposed merger will deliver

[43] *Id.* § 2.12.

substantial consumer benefits while not engendering significant competitive harms in any relevant market. As such, the proposed combination is in the public interest.

I declare under penalty of perjury that the foregoing is true and correct.
Executed on July 12, 2007.

Robert D. Willig

I declare under penalty of perjury that the foregoing is true and correct.
Executed on July 12, 2007.

Jonathan M. Orszag

Statement of No Environmental Impact

As required by Section 1.923(e) of the Commission's rules,[1] the Applicants state that this transfer of control of the licensee will not have a significant environmental effect, as defined by Section 1.1307 of the Commission's rules.[2] A transfer of control does not involve any engineering changes and, therefore, cannot have a significant environmental impact.

[1] 47 C.F.R. § 1.923(e).

[2] *Id.* § 1.1307.

Table of Contents

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

Current Report
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934
Date of Report (Date of earliest event reported): June 29, 2007

DOBSON COMMUNICATIONS CORPORATION

(Exact name of Registrant as specified in its charter)

Oklahoma	**000-29225**	**73-1513309**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

14201 Wireless Way
Oklahoma City, Oklahoma, 73134
(Address, including zip code, of principal executive offices)
Registrant's telephone number, including area code: (405) 529-8500

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

TABLE OF CONTENTS

Item 1.01. Entry into a Material Definitive Agreement.

Agreement and Plan of Merger

On June 29, 2007, Dobson Communications Corporation ("Dobson") entered into an Agreement and Plan of Merger (the "Merger Agreement") with AT&T Inc. ("AT&T") and Alpine Merger Sub, Inc. ("Merger Sub"), a wholly owned subsidiary of AT&T.

Under the terms of the Merger Agreement, Merger Sub will be merged (the "Merger") with and into Dobson, with Dobson continuing as the surviving corporation and becoming a subsidiary of AT&T. At the effective time of the Merger, each issued and outstanding share of Class A common stock and Class B common stock of Dobson will be cancelled and converted into the right to receive $13.00 in cash, without interest. Each outstanding option to acquire Dobson common stock will be cancelled at the effective time of the Merger, and the option holder will receive a cash payment, without interest and less any applicable tax withholdings, equal to the number of shares of Dobson common stock subject to the option multiplied by the excess (if any) of $13.00 over the exercise price per share of the option.

Completion of the Merger is subject to several conditions, including the expiration or earlier termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, approval by the Federal Communications Commission and other customary closing conditions.

The respective Boards of Directors of Dobson, AT&T and Merger Sub have approved the Merger Agreement. The Merger Agreement has also been adopted by Dobson CC Limited Partnership ("DCCLP"), which owns more than a majority of the voting interests of Dobson's outstanding capital stock entitled to vote in connection with the Merger. Proxies for the adoption of the Merger Agreement will not be solicited from the other stockholders of Dobson because no further stockholder action is required to approve the Merger.

The Merger Agreement contains termination rights for both Dobson and AT&T. Dobson's termination rights include the right to terminate the Merger Agreement on or prior to August 31, 2007, subject to complying with the terms of the Merger Agreement, to enter into a definitive transaction agreement with respect to a superior proposal. Dobson will be required to pay AT&T a termination fee of $85 million to exercise that termination right and under other circumstances specified in the Merger Agreement. Dobson and DCCLP have agreed with AT&T not to solicit or facilitate competing transactions, subject to the terms of the Merger Agreement and a separate Support Agreement that DCCLP entered into with AT&T.

Joint Bidding Agreement

On June 29, 2007, Dobson and AT&T entered into a Joint Bidding Agreement (the "Joint Bidding Agreement") that governs their participation in the upcoming 700 MHz spectrum auction if the closing of the Merger has not occurred prior to the time that the Federal Communications Commission conducts such auction. Dobson agreed that all bidding in such auction will be conducted through AT&T's applicant in the auction.

The foregoing descriptions of the Merger Agreement and Joint Bidding Agreement do not purport to be complete and are qualified in their entirety by reference to the Merger Agreement and Joint Bidding Agreement. The Merger Agreement is attached to this Current Report as Exhibit 2.1 and is incorporated into this Item by reference. The Joint Bidding Agreement will be filed with the Securities and Exchange Commission at a later date.

Forward-Looking Statements

This Current Report and the exhibits filed with it contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These forward-looking statements include statements regarding expectations as to the completion of the Merger and the other transactions contemplated by the Merger Agreement. The forward-looking statements contained herein involve risks and uncertainties that could cause actual results to differ materially from those referred to in the forward-looking statements. Such risks include, but are not limited to, the ability of the parties to the Merger Agreement to satisfy the conditions to closing specified in the Merger Agreement. More information about Dobson and risks related to Dobson's business are detailed in Dobson's most recent Annual Report on Form 10-K for the fiscal year ended December 31, 2006, and its Quarterly Reports on Form 10-Q and Current Reports on Form 8-K as filed with the Securities and Exchange Commission. Dobson does not undertake an obligation to update forward-looking statements.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) **Certain Compensation Plans and Arrangements**

On June 29, 2007, the compensation plan related matters set forth below were approved:

2002 Employee Stock Purchase Plan

An amendment to Dobson's Amended and Restated 2002 Employee Stock Purchase Plan (the "ESPP Amendment") was approved to amend the purchase period under the plan such that the current purchase period ended effective as of June 28, 2007. The 2002 Employee Stock Purchase Plan was terminated effective as of June 29, 2007.

2007 Performance Bonus Plan

Dobson's 2007 Performance Bonus Plan was amended (the "2007 Bonus Plan Amendment") to provide for a payment, or a pro rata payment, under such cash incentive plan if the employment of a participant in such plan is terminated under certain circumstances prior to the payment of the participant's bonus under such plan. The 2007 Bonus Plan Amendment provides that if the termination is by reason of the voluntary termination by the participant or by Dobson for "Cause", then no payment under such plan will be paid to the participant. If the termination is by reason of the death, disability, or retirement of the participant after

December 31, 2007, then such participant (or his personal representation, as the case may be) will be paid the same amount as if such participant's employment had not been so terminated. If the termination is on or before December 31, 2007, and neither by Dobson for Cause nor a voluntary termination by the participant, then such participant (or his personal representative, as the case may be) will receive a pro rata payment under such plan, subject to the terms and conditions described in the next paragraph.

In determining whether a participant would be entitled to a pro rata payment under the 2007 Performance Bonus Plan, Dobson will (i) assume that any subjective or individual performance criteria applicable to such participant have been 100% satisfied, and (ii) with respect to any applicable objective company performance criteria, compare the actual performance of Dobson for 2007 through the end of the month prior to the date of termination, against the budget targets for the applicable company performance criteria levels for such period. The performance criteria would then be evaluated under such plan. If such criteria were deemed to be satisfied and if a bonus were payable to such participant, such bonus would be pro rated for 2007 through the date of termination, payable within ten days after the date of termination.

For purposes of the 2007 Bonus Plan Amendment, the term "Cause" includes (i) conviction of a felony that relates to such executive officers' employment with Dobson, (ii) acts of dishonesty intended to result in substantial personal enrichment at the Dobson's expense or (iii) the willful failure to follow a direct, reasonable and lawful written directive from the Board of Directors, which failure is not cured within 30 days. No act or omission would be considered willful unless it is done or omitted in bad faith and without reasonable belief it was in Dobson's best interest, and any determination of cause must be approved by not less than three-fourths of the entire membership of the Board of Directors.

Deferred Compensation Plan

A Deferred Commendation Plan (the "Deferred Compensation Plan") was adopted for the purpose of providing eligible employees the ability to defer certain compensation to provide such employees a degree of flexibility in their financial planning. The Deferred Compensation Plan permits eligible employee to elect to defer up to 100% of their bonus and base salary, subject to being able to satisfy applicable tax withholding and other obligations. The plan provides for payments to the plan participants upon the earlier of (i) such participant's separation from service, (ii) the date the participant is determined to have a disability, (iii) the date of the participant's death or (iv) the effective date of a change of control of Dobson. In addition, a plan participant may schedule in-service distributions of deferred amounts attributable to a particular plan year, and may, with the consent of the Compensation Committee of the Board of Directors, obtain distributions upon an unforeseeable emergency. All officers of Dobson who are employees are eligible to participate in the Deferred Compensation Plan.

Retention Bonus Plan

A Retention Bonus Plan (the "Retention Bonus Plan") was adopted for the purpose of providing incentives to certain employees to maintain their employment with Dobson pending the completion of the Merger and for a transitional period thereafter. The total amount payable under the Retention Bonus Plan is capped. Payments to participants under the plan will be on a two tiered basis: 50% of a participant's retention bonus will be paid at the closing of the Merger, and the remaining 50% of each participant's retention bonus will be paid 30 days after closing. A payment to any participant may not exceed 200% of the sum of that

employee's annual salary and bonus. The Chairman of the Board, Everett R. Dobson, the Chief Executive Officer and President, Steven P. Dussek, and the Executive Vice President and Chief Financial Officer, Bruce R. Knooihuizen, are not eligible for any payments from the Retention Bonus Plan. Although Frank Franzese, Senior Vice President of Sales, and Timothy J. Duffy, Senior Vice President and Chief Technical Officer, are eligible to participate in the Retention Bonus Plan, they are not currently expected to receive a retention bonus.

The foregoing descriptions of the ESPP Amendment, 2007 Bonus Plan Amendment, Deferred Compensation Plan and Retention Bonus Plan do not purport to be complete and are qualified in their entirety by reference to such documents, which documents are attached to this Current Report as Exhibits 10.1, 10.2, 10.3 and 10.4, and are incorporated into this Item by reference.

Item 8.01. Other Events.

On June 29, 2007, a joint press release was issued concerning the entry of Dobson, AT&T Inc. and Merger Sub into the Merger Agreement. A copy of the press release is attached to this Current Report as Exhibit 99.1 and is incorporated into this Item by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

2.1	Agreement and Plan of Merger, dated June 29, 2007, by and among Dobson Communications Corporation, AT&T Inc. and Alpine Merger Sub, Inc.
10.1*	2007-1 Amendment to the Amended and Restated 2002 Employee Stock Purchase Agreement
10.2*	Amendment to 2007 Performance Bonus Plan
10.3*	Deferred Compensation Plan
10.4*	Retention Bonus Plan
99.1	Press Release dated June 29, 2007.

* Management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

DOBSON COMMUNICATIONS CORPORATION

Date: July 2, 2007

By: /s/ Ronald L. Ripley

Name: Ronald L. Ripley
Title: Senior Vice President and General Counsel

EXHIBIT INDEX

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99.1	Press Release dated June 29, 2007.

* Management contract or compensatory plan or arrangement.

EXHIBIT 2.1
Execution Copy

AGREEMENT AND PLAN OF MERGER
among
DOBSON COMMUNICATIONS CORPORATION,
AT&T INC.
and
ALPINE MERGER SUB, INC.
dated as of June 29, 2007

TABLE OF CONTENTS

INDEX OF DEFINED TERMS

Defined Term	Section
D&O Policies	5.1(q)
Effective Time	1.3
Environmental Law	5.1(l)
ERISA	5.1(h)(i)
ERISA Affiliate	5.1(h)(iii)
ERISA Plan	5.1(h)(ii)
Exchange Act	5.1(e)(i)
Exchange Fund	4.2(a)
Excluded Company Share	4.1(a)
Excluded Company Shares	4.1(a)
FAA	5.1(i)(ii)
FAA Rules	5.1(i)(iv)
FCC	5.1(d)(i)
FCC Licenses	5.1(i)(ii)
FCC Rules	6.11(a)
Final Order	7.2(d)
GAAP	5.1(e)(iii)
Governmental Consents	7.1(c)
Governmental Entity	5.1(d)(i)
Hazardous Substance	5.1(l)
HSR Act	5.1(b)
Indebtedness	6.16(a)
Indemnified Parties	6.10(a)
Information Statement	6.3(a)
Information Technology	5.1(o)(ii)
Intellectual Property	5.1(o)(iii)
IRS	5.1(h)(ii)
Laws	5.1(i)(i)
Licenses	5.1(i)(i)
Lien	5.1(b)
Material Contracts	5.1(j)(i)(O)
Merger	Recitals
Merger Consideration	4.1(a)
Merger Sub	Preamble
NASDAQ	5.1(e)(ii)
OGCA	1.1
Offer Documents	6.16(b)
Order	7.1(d)
Parent	Preamble
Parent Disclosure Letter	5.2
Paying Agent	4.2(a)
Pension Plan	5.1(h)(ii)
Person	4.2(b)
Potential Sale Interest	6.19

Defined Term	Section
Redemption Date	6.17
Redemption Notice	6.17
Regulatory Material Adverse Effect	6.4(a)
Representatives	6.2(a)
Required Governmental Consents	7.1(c)
Sarbanes-Oxley	5.1(e)(i)
SEC	5.1(e)(i)
Securities Act	5.1(e)(i)
Series F Preferred	5.1(b)
Special Committee	Recitals
State Licenses	5.1(i)(ii)
Subsidiary	5.1(a)
Superior Proposal	6.2(b)
Surviving Corporation	1.1
Takeover Statute	5.1(k)
Tax	5.1(m)
Tax Return	5.1(m)
Taxable	5.1(m)
Taxes	5.1(m)
Termination Date	8.2
Termination Fee	8.5(c)
Uncertificated Company Share	4.1(a)

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of June 29, 2007, among DOBSON COMMUNICATIONS CORPORATION, an Oklahoma corporation (the "Company"), AT&T INC., a Delaware corporation ("Parent"), and ALPINE MERGER SUB, INC., an Oklahoma corporation and a wholly owned Subsidiary of Parent ("Merger Sub").

RECITALS

WHEREAS, the respective Boards of Directors of each of the Company and Merger Sub have, by resolutions duly adopted, declared that the merger of Merger Sub with and into the Company (the "Merger") upon the terms and subject to the conditions set forth in this Agreement and the other transactions contemplated by this Agreement are advisable, and the respective Boards of Directors of the Company, Parent and Merger Sub have approved this Agreement and Parent has determined that entering into this Agreement is in the best interest of its stockholders;

WHEREAS, a special committee of the Board of Directors of the Company (the "Special Committee") has (i) determined that the Merger upon the terms and subject to the conditions set forth in this Agreement and the other transactions contemplated by this Agreement are advisable and are in the best interest of the Company's stockholders and (ii) recommended that the Board of Directors of the Company approve this Agreement and declare advisable the Merger upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, as an inducement to and a condition of Parent's willingness to enter into this Agreement, a stockholder of the Company whose share ownership in Company Shares constitutes more than a majority of the voting power of the outstanding capital stock of the Company entitled to vote on this Agreement will be providing its written consent approving and adopting this Agreement and the transactions contemplated hereby, which consent is sufficient to obtain the Company Requisite Vote; and

WHEREAS, the Company, Parent and Merger Sub desire to make certain representations, warranties, covenants and agreements specified herein in connection with this Agreement.

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE I
THE MERGER; CLOSING; EFFECTIVE TIME

1.1. The Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, Merger Sub shall be merged with and into the Company and the separate corporate existence of Merger Sub shall thereupon cease. The Company shall be the surviving corporation in the Merger (sometimes referred to in this Agreement as the "Surviving Corporation"), and the separate corporate existence of the Company with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger shall have the effects specified in the Oklahoma General Corporation Act, as amended (the "OGCA").

1.2. Closing. The closing of the Merger (the "Closing") shall take place (i) at the offices of Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004 at 8:00 a.m. local time on the business day after the date on which the last to be satisfied or waived of the conditions set forth in Article VII shall have been satisfied or waived in accordance with this Agreement (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions), or (ii) at such other place and time and/or on such other date as the Company and Parent may otherwise agree in writing (the date on which the Closing occurs, the "Closing Date").

1.3. Effective Time. Immediately following the Closing, the Company and Parent will cause a Certificate of Merger (the "Certificate of Merger") to be executed, acknowledged and filed with the Secretary of State of the State of Oklahoma as provided in Section 1081 of the OGCA. The Merger shall become effective at the time when the Certificate of Merger has been duly filed with the Secretary of State of the State of Oklahoma or such other time as shall be agreed upon by the parties hereto in writing and set forth in the Certificate of Merger in accordance with the OGCA (the "Effective Time").

ARTICLE II
CERTIFICATE OF INCORPORATION AND BY-LAWS OF THE SURVIVING CORPORATION

2.1. The Certificate of Incorporation. At the Effective Time, the certificate of incorporation of the Surviving Corporation (the "Charter") shall be the certificate of incorporation of the Company as in effect immediately prior to the Effective Time, until thereafter amended as provided therein or by applicable Law.

2.2. The By-Laws. The by-laws of Merger Sub in effect at the Effective Time shall be the by-laws of the Surviving Corporation (the "By-Laws"), until thereafter amended as provided therein or by applicable Law.

ARTICLE III
DIRECTORS AND OFFICERS

3.1. Directors of Surviving Corporation. The directors of Merger Sub at the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Charter and the By-Laws.

3.2. Officers of Surviving Corporation. The officers of the Company at the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Charter and the By-Laws..

ARTICLE IV

EFFECT OF THE MERGER ON CAPITAL STOCK; EXCHANGE OF CERTIFICATES

4.1. Effect on Capital Stock. At the Effective Time, as a result of the Merger and without any action on the part of Parent, Merger Sub, the Company or the holder of any capital stock of the Company or Merger Sub:

(a) Company Share Merger Consideration. Each Company Share issued and outstanding immediately prior to the Effective Time, other than (i) Company Shares that are owned by Parent or Merger Sub or by the Company or its Subsidiaries and in each case not held on behalf of third parties and (ii) Company Shares that are owned by stockholders (A) who have not voted such Company Shares in favor of the Merger or consented to the Merger in writing pursuant to Section 1073 of the OGCA and (B) who have otherwise taken all of the actions required by Section 1091 of the OGCA to properly exercise and perfect such stockholders' appraisal rights with respect to such Company Shares ("Dissenting Stockholders") (each Company Share referred to in the foregoing clause (i) or (ii) being an "Excluded Company Share" and, collectively, "Excluded Company Shares"), shall be converted into the right to receive $13.00 in cash per Company Share (the "Merger Consideration"). At the Effective Time, all Company Shares shall no longer be outstanding, shall automatically be cancelled and retired and shall cease to exist, and (i) each certificate (a "Certificate") formerly representing any of such Company Shares (other than Excluded Company Shares) and (ii) each uncertificated Company Share (an "Uncertificated Company Share") registered to a holder on the stock transfer books of the Company (other than Excluded Company Shares) shall thereafter represent only the right to receive the Merger Consideration, without interest, and each certificate formerly representing Company Shares owned by Dissenting Stockholders shall thereafter only represent the right to receive the payment to which reference is made in Section 4.2(g).

(b) Cancellation of Excluded Shares. Each Excluded Company Share (other than such Excluded Company Shares that are owned by the Subsidiaries of the Company or of Parent which such Excluded Company Shares shall remain outstanding and unaffected by the Merger) shall, by virtue of the Merger and without any action on the part of the holder thereof, no longer be outstanding, shall be automatically cancelled and retired without payment of any consideration therefor and shall cease to exist, subject to any rights the holder thereof may have under Section 4.2(g).

(c) Merger Sub. Each share of Common Stock, par value $0.01 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into one share of Common Stock, par value $0.01 per share, of the Surviving Corporation.

(d) Series F Preferred. Each share of Series F Preferred issued and outstanding immediately prior to the Effective Time, if any, shall remain outstanding as one share of Series F Convertible Preferred Stock, par value $1.00 per share, of the Surviving Corporation having the same powers, preferences and relative participating rights, optional or other special rights and qualifications, limitations or restrictions thereon, as such share of Series F Preferred has immediately prior to the Effective Time, subject to the terms of the Series F Preferred.

4.2. Exchange of Certificates for Shares.

(a) Paying Agent. At the Closing, Parent shall deposit, or shall cause to be deposited, with a paying agent selected by Parent who shall be reasonably satisfactory to the Company (the "Paying Agent"), for the benefit of the holders of Company Shares (other than Excluded Company Shares), a cash amount approximately equal to the amount necessary for the Paying Agent to pay the Merger Consideration in respect of Company Shares, other than Excluded Company Shares (such cash being hereinafter referred to as the "Exchange Fund").

(b) Payment Procedures. Promptly after the Effective Time, the Surviving Corporation shall cause the Paying Agent to mail transmittal materials (to be reasonably agreed to by Parent and the Company prior to the Effective Time) to each holder of record as of the Effective Time of Company Shares (other than Excluded Company Shares) represented by Certificates. Such transmittal materials shall advise the holders of such Company Shares of the effectiveness of the Merger and the procedure for surrendering the Certificates to the Paying Agent. Upon the surrender of a Certificate (or affidavit of loss in lieu thereof in accordance with Section 4.2(e)) to the Paying Agent in accordance with the terms of the transmittal materials, the holder of the Certificate shall be entitled to receive in exchange, and in respect of, such Certificate a cash amount (after giving effect to any Tax withholdings as provided in Section 4.2(h)) equal to (x) the number of Company Shares represented by such Certificate (or affidavit of loss in lieu thereof as provided in Section 4.2(e)) multiplied by (y) the Merger Consideration, and the Certificate so surrendered shall be forthwith cancelled. No interest will be paid or accrued on any amount payable upon due surrender of the Certificates. In the event of a transfer of ownership of Company Shares that is not registered in the transfer records of the Company, a check for any cash to be paid upon due surrender of the Certificate may be issued and/or paid to such a transferee if the Certificate formerly representing such Company Shares is presented to the Paying Agent, accompanied by all documents required to evidence and effect such transfer and to evidence that any applicable stock transfer Taxes have been paid.

For the purposes of this Agreement, the term "Person" shall mean any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, Governmental Entity or other entity of any kind or nature.

(c) Transfers. From and after the Effective Time, there shall be no transfers on the stock transfer books of the Surviving Corporation of Company Shares that were outstanding immediately prior to the Effective Time.

(d) Termination of Exchange Fund. Any portion of the Exchange Fund (including the proceeds of any investments thereof) that remains unclaimed by the stockholders of the Company 180 days after the Effective Time shall be delivered, at Parent's option, to Parent. Any stockholders of the Company who have not theretofore complied with this Article IV shall thereafter look only to Parent for payment of the Merger Consideration (after giving effect to any required Tax withholdings as provided in Section 4.2(h)) upon due surrender of their Certificates (or affidavits of loss in lieu thereof), in each case, without any interest thereon. Notwithstanding the foregoing, none of Parent, the Company, the Surviving Corporation, the Paying Agent or any